

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY, WASHINGTON**

**RE: APPROVING A REVISED AGREEMENT)  
BETWEEN LEWIS, PACIFIC, AND )  
WAHKIAKUM COUNTIES TO FOR )  
OPERATION OF THE TIMBERLANDS )  
REGIONAL SUPPORT NETWORK )**

**RESOLUTION No. 09- 194**

**WHEREAS** the current tri-county agreement governing the operation of the Timberlands Regional Support Network expires on June 30, 2009, and

**WHEREAS** the operation of the Network allows the three counties to optimize their authority to provide mental health services; and

**WHEREAS** the Timberlands Regional Support Network has provided exemplary service to the mental health community of the three counties; and

**WHEREAS**, it is the intent of the three counties and the Network that during this year the Network will establish a separate legal entity to perform the functions and to replace the Timberline Regional Support Network; and

**WHEREAS** Pacific and Wahkiakum counties have approved this agreement; and

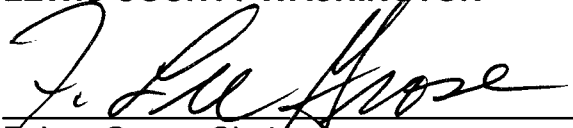
**WHEREAS** it appears to be in the best public interest to execute this agreement given the Network's commitment to form a separate legal entity to perform their duties and obligations; NOW, THEREFORE

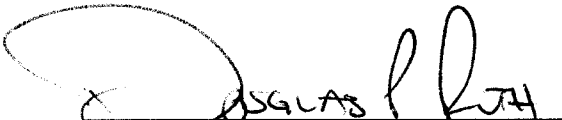
**BE IT RESOLVED** that the aforesaid agreement is hereby approved and the Chairman is authorized to sign the Agreement on behalf of the full Board, and

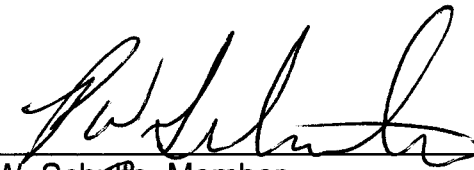
**BE IT FURTHER RESOLVED** that it is the desire and expectation of this Board that the Network in the next six months form a separate legal entity to serve as the Timberlands Regional Support Network and that this separate legal entity shall perform all the services and responsibilities of the Network from then on.

**DONE IN OPEN SESSION** this 22 day of June, 2009.

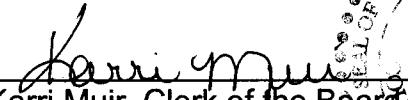
APPROVED AS TO FORM:  
Michael Golden, Prosecuting  
Attorney

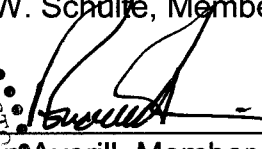
**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY WASHINGTON**  
  
F. Lee Grose, Chairman

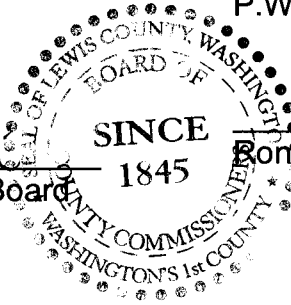
  
Civil Deputy, Prosecutor's Office

  
P.W. Schulte, Member

ATTEST:

  
Karri Muir, Clerk of the Board

  
Don Averill, Member



ORIGINAL

## TIMBERLANDS REGIONAL SUPPORT NETWORK

### INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 16<sup>th</sup> 22<sup>nd</sup> 23<sup>rd</sup> day of June, 2009  
by and between **Wahkiakum, Pacific and Lewis** Counties hereinafter collectively referred to as  
the 'Parties',

#### WITNESSETH:

**WHEREAS**, the Parties have a mutual interest in forming a **Regional Support Network (RSN)** to plan, coordinate and administer Mental Health Services; and

**WHEREAS**, RCW Chapter 39.34, entitled the "Interlocal Cooperation Act" permits local government to make the most effective use of their power by enabling them to cooperate with each other on the basis of mutual advantage, and thereby provide planning, administrative and program services in a manner that will accord best with geographic, economic and population factors; and

**WHEREAS**, RCW Titles 71.24 and 71.05 provide for the establishment of regional systems of care which integrate planning, administration, and service delivery duties assigned to the counties;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to establish a Regional Support Network to carry out the responsibilities of a Regional Support Network as defined in RCW 71.24.300. TRSN created hereunder shall be for Lewis, Pacific and Wahkiakum Counties. The parties acknowledge that TRSN established by the terms of this Agreement is the successor to Timberlands RSN established effective July 1, 1995, by virtue of an Interlocal Agreement between Wahkiakum County and the State of Washington Department of Social and Health Services. It is the intent of the parties to this Agreement that the operation of Timberlands Regional Support Network shall continue uninterrupted. **PROVIDED, HOWEVER**, the parties hereto agree that each party shall be responsible for prior obligations and liabilities arising out of the operation of programs funded under RCW Chapter 71.24 prior to the effective date of this Agreement, and to hold harmless all other parties from any such prior liability.

6-12-2009

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2. **DURATION OF AGREEMENT:**

- a. **Basic Term:** This Agreement shall commence upon final approval of the Parties and shall be in force until such time that it is terminated by the member Counties.
- b. This Agreement shall be effective as of the date of its execution and shall remain in effect until terminated. Any actions taken by the parties pursuant to this Agreement on or after July 24, 2005, although prior to the date of its formal execution, are hereby ratified by the parties and embraced by this Agreement.

3. **ORGANIZATION:**

- a. **Name:** The name of the Regional Support Network shall be '**Timberlands Regional Support Network**' (hereinafter referred to as '**TRSN**').
- b. **Governing Board:** TRSN shall be governed by a Governing Board consisting of three (3) members. One (1) member shall represent each of the three (3) Counties. The Board of County Commissioners for Lewis County shall appoint the member for Lewis County. The Board of County Commissioners for Pacific County shall appoint the member for Pacific County. The Board of County Commissioners for Wahkiakum County shall appoint the member for Wahkiakum County. Governing Board members shall serve at the pleasure of the appointing authority. The respective appointing authorities shall also appoint one Alternate member for each. Alternate members shall have the same authority to attend, participate in, and vote at any meeting of the Board or a Committee as that County authority's member when such member is absent from the meetings. Each person so appointed shall commence service upon written notification to TRSN of the name of the appointed member and Alternate member. Except as otherwise provided herein, a majority vote by a quorum of the members of the Governing Board shall be required for the Board to take action or exercise any of its powers.

The powers of the Governing Board shall be those necessary to transact the business of the Timberlands Regional Support Network, including but not limited to:

- i. Hiring, evaluating and terminating the TRSN Administrator and Fiscal Manager;
- ii. Reviewing, modifying, approving and adopting policy and procedures developed and presented by the RSN Administrator or the Governing Board;
- iii. Reviewing, modifying, approving and adopting RSN budgets and contracts developed and presented by the RSN Administrator or the Governing Board;
- iv. Reviewing, modifying, approving and adopting service delivery plans and operating plans developed and presented by the RSN Administrator or the Governing Board;

- v. Reviewing drafts of Advisory Board Bylaws as recommended for adoption by the Advisory Board, with consent by the Governing Board.
  - vi. Adopting TRSN Bylaws and approving amendments, alterations or repeals of the TRSN Bylaws. Any such Bylaws shall be consistent with this Agreement and shall be binding on all parties;
  - vii. Taking any necessary or proper steps to exercise the powers of the Board.
- c. **Administrator / Fiscal Manager:** The Parties agree to establish and hire the positions of TRSN Administrator and Fiscal Manager who will be responsible for ensuring compliance with all applicable statutes, rules, regulations, policies, Bylaws and contract provisions.
- d. **Advisory Board:** There is hereby created a TRSN mental health Advisory Board consisting of seven (7) members. Each County, acting through its Board of County Commissioners, shall appoint two (2) members to the Advisory Board. There shall also be one (1) law enforcement member appointed by one (1) of the member counties. The composition of the Advisory Board shall be broadly representative of the demographic character of the Counties and the mentally ill persons served therein. At least fifty-one (51) percent of the members of the Advisory Board shall include (I) clients or past clients of public mental health services; and (II) family or foster family members of clients, including parents of emotionally disturbed children. The Advisory Board will meet once in a month if there is business to be conducted and may rotate the location of these meetings to be approved by the Governing Board. Each County authority shall seek local input in selecting its representatives to the Advisory Board. The mechanism for seeking local input shall be left to the discretion of each County. Members of the Advisory Board shall be residents of the appointing Counties. Members of the Advisory Board shall serve at the pleasure of the appointing authority. Appointments to the Advisory Board shall be for two (2) year terms. The Advisory Board shall elect a chair and a vice-chair.
- e. **Administrative Entity:** The Governing Board shall be given general administrative responsibility for TRSN activities including acting as the fiscal agent for the RSN. The Board shall have a business office located in Cathlamet in Wahkiakum County. RSN funds shall be deposited with the Wahkiakum County Treasurer and the County Treasurer shall be the custodian of such funds, and the treasurer may make payments from such funds upon audit by the Wahkiakum County Auditor as provided for in RCW 71.24.100. The County Treasurer shall establish a special fund to be designated "Operating Fund of Timberlands RSN." Interest on investment of RSN funds shall accrue to the benefit of said operating fund. Changing of the Business Office shall require a unanimous vote of the Governing Board. RSN may retain the services of an attorney when deemed necessary and approved by the Governing Board.

#### 4. **INSURANCE, RISK MANAGEMENT, AND INDEMNIFICATION:**

- a. **Risk Reserves:** TRSN will maintain Risk Reserve Funds as required by contract with the State of Washington, Department of Social and Health Services. If at any time, the balance of said Risk Reserve Fund goes below that which is required by contract, the TRSN Fiscal Manager shall immediately give notice to each party to this Agreement and shall give monthly notices of the current balance of said Risk Reserve Fund each month thereafter until the balance of said fund meets the TRSN contacted requirements. Risk Reserve Funds shall only be used as allowed in contract.
- b. **Responsibility for Employees:** TRSN staff members shall be employees of TRSN and shall not be considered employees of any of the member Counties. TRSN shall be responsible for the actions of staff members. TRSN agrees to defend, indemnify, and hold harmless the other parties to this Agreement against any and all claims arising out of the acts or omissions of the TRSN staff members. TRSN additionally agrees to defend, indemnify, and hold harmless the other parties to this Agreement against any and all claims brought by TRSN staff members as a result of their employment, including but not limited to claims for wrongful termination and for violation of employee rights.
- c. **Claims based on acts of subcontractors:** This paragraph shall not be construed to create any rights whatsoever in any person or entity not a party to this Agreement. The sole purpose of this paragraph is to allocate contribution among the parties to this Agreement, in the event of claims brought against TRSN as a result of the acts or omissions of TRSN's subcontractors. It is the intent of the parties to this Agreement that TRSN is not liable for the acts or omissions of TRSN's independent contractors. The TRSN Governing Board shall include in all subcontracts provisions requiring subcontractors to indemnify TRSN against any and all claims attributed to the acts or omissions of said subcontractors. The TRSN Governing Board shall also require all subcontractors to maintain policies of general and professional liability insurance with limits of not less than \$1,000,000.00 per occurrence, and \$3,000,000.00 in the aggregate. As an additional level of protection, TRSN shall, with TRSN funds, purchase a policy or policies of liability insurance to cover against the risk of subcontractor liability. The limits of said additional insurance shall not be less than the sum of \$5,000,000., combined single limit.

**Liability, Property Damage and Governing Board member's Errors and Omission Insurance:** The TRSN Governing Board, with TRSN Funds, shall purchase and maintain a liability and property damage policy that includes Governing Board members' Errors and Omission Insurance with limits of liability of not less than \$1,000,000.00, combined single limit.

Wahkiakum County, Lewis County and Pacific County shall be included as additional named insureds on such policy and such policies shall include each county officials,

employees, agents, and volunteers when they are performing an official function for TRSN as authorized by the TRSN Governing Board or Administrator .

- d. **Joint but proportional Liability for Contract Oversight:** Each party to this Agreement is responsible for the operation of TRSN to provide services under RCW 71.24 and the regulations exacted thereto. The parties shall be jointly but proportionately liable for debts, liabilities and obligations incurred by TRSN which arise under RCW 71.24 and State regulations, and with respect to the grants, contracts or agreements administered in relation thereto.
- e. **Hold Harmless:** Each party to this Agreement agrees to indemnify and hold harmless all other parties to this Agreement, their officers, agents, and employees for any claim, action, including but not limited to actions for misappropriation of funds, and provision of services, judgment, or lien for injury to persons or property damage caused by, resulting from or arising out of the sole negligence of the indemnifying party, its officers, agents or employees.

## 5. **PROPERTY OF TRSN:**

- a. **Disposal of Assets Upon Termination:** Business office assets acquired on or after July 24, 2005, shall be the property of TRSN, unless otherwise specified by the Governing Board at the time of acquisition of such asset. In the event of termination of this Agreement, all assets of TRSN, after payment of all claims obligations, and expenses of TRSN, shall be distributed to terminating member governments proportionate to their respective populations. The Governing Board shall distribute the assets to terminating member governments within six (6) months after the disposition of the last pending claim by TRSN.
- b. **Property:** Except for business office assets held by TRSN on July 24, 2005, TRSN shall acquire, hold and dispose of real and personal property subject to the same restrictions as imposed by Washington State law upon a County of the State of Washington.
- c. **Contingent Liabilities:** Upon termination, the Governing Board shall complete and dissolve the business affairs of TRSN. If liabilities of TRSN at the time of termination exceed assets, each party shall pay its share of any additional amounts necessary for final disposition of all claims, as determined according to the contribution and indemnification principles established in Section 4 of this Agreement and after determining the appropriate share of third parties, if any, including but not limited to contractors of TRSN and the State.

- 6. **WITHDRAWAL:** Any party hereto shall have the right to withdraw from this Agreement at any time, **PROVIDED** that the remaining parties to this Agreement shall have received written notification of the party's intention to withdraw at least 120 days prior to the proposed effective date of such withdrawal; and **PROVIDED FURTHER**, that such

notification is received at least 120 days prior to the expiration of the current fiscal year period. Withdrawal of one (1) or more parties shall not terminate this Agreement for the remaining parties. In the event that a party withdraws from the TRSN the remaining parties may amend the Agreement for up to three (3) months to continue funding for services for eligible individuals residing within the geographic boundaries of the former members county so as not to disrupt services to individuals enrolled for mental health services with the contracted provider in that area of the TRSN. A new interlocal agreement must be adopted by the remaining member counties if they determine that they wish to continue The Timberlands Regional Support Network. The newly adopted interlocal agreement will identify the geographic areas where mental health services will be provided under that agreement. No withdrawing party shall be entitled to payment or return of any property contributed to TRSN or to any distribution of assets.

7. **LOCAL ACCESS TO SERVICES:** TRSN shall assure an integrated system of care for persons in need of publically funded mental health services. TRSN shall assure local access to outpatient community mental health services. The RSN shall have at least one (1) licensed mental health center within each County and shall insure adequate funding for personnel to provide seven (7) day a week / twenty-four (24) hours per day crisis response in each County.
8. **NEW MEMBERS:** TRSN through its Bylaws shall provide for the reasonable admission of new member governments. The parties shall allow for the inclusion of local Tribal authorities on the TRSN Advisory Board, pursuant to RCW 71.24.300, to be represented as parties to the RSN.
9. **FINANCING AND BUDGET:** TRSN shall be financed from State, Federal and local funds legally available for the provision of mental health services. The Governing Board shall establish and maintain such funds and accounts as may be required by good accounting practices and the State Budget Accounting Reporting System ('BARS').
10. **TERMINATION OF THE AGREEMENT:** This Agreement may be terminated at any time by the unanimous written consent of all of the parties. Upon termination, this Agreement and the RSN shall continue for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of TRSN.
11. **LEGAL NOTICES:** Legal Notices to parties shall be sent prepaid by certified mail to the Governing Board member of the respective party at such addresses as may be given in writing to the RSN.
12. **AMENDMENTS:** This Agreement may be amended at any time by the written approval of all of the parties.
13. **PROHIBITION AGAINST ASSIGNMENT:** No party may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee, or third party shall have any right, claim, or title to any part, share, interest, fund, or asset of TRSN.



14. **ENFORCEMENT:** TRSN may enforce the terms of this Agreement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement shall be instituted in a court of competent jurisdiction.
15. **COUNTERPARTS:** This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes. This Agreement shall be effective upon its execution by three (3) of the named parties.
16. **FILING OF AGREEMENT:** A copy of this Agreement shall be filed with the County Auditor of Wahkiakum County as required by RCW 39.34.040.
17. **COMPLETE AGREEMENT:** The foregoing constitutes the full and complete agreement of the parties. All oral understandings and agreements are set forth in writing herein.

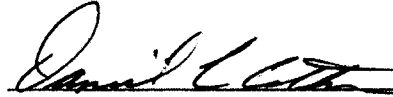
**IN WITNESS WHEREOF,** the parties have executed this Agreement by authorized officials thereof on the dates indicated.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by authorized officials thereof on the dates indicated.

**WAHKIAKUM COUNTY BOARD OF  
COMMISSIONERS**

Approved this 16 day of June, 2009

**Approved as to form:**



Daniel L. Cothren, Chairman

\_\_\_\_\_  
Prosecuting Attorney


**ORIGINAL**


IN WITNESS WHEREOF, the parties have executed this Agreement by authorized officials thereof on the dates indicated.

LEWIS COUNTY BOARD OF  
COMMISSIONERS

Approved this 22 day of June, 2009

Approved as to form:

  
Prosecuting Attorney

  
F. Lee Grose, Chairman

ORIGINAL

IN WITNESS WHEREOF, the parties have executed this Agreement by authorized officials thereof on the dates indicated.

PACIFIC COUNTY BOARD OF  
COMMISSIONERS

Approved this 23<sup>RD</sup> day of June, 2009

Approved as to form <sup>only</sup>

David T. Burke  
Prosecuting Attorney

Jon C. Kaino  
Jon Kaino, Chairman

ORIGINAL